

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

AUG - 4 2010

JAMES R. LARSEN, CLERK
DEPUTY
YAKIMA, WASHINGTON

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10 UNITED STATES DISTRICT COURT
11 EASTERN DISTRICT OF WASHINGTON
12
13

14 JOHN C. HARVEY,)
15 a married person,)
16)
17 Plaintiff,) NO.
18)

19 vs.)

COMPLAINT FOR VIOLATION
OF 15 USC 1692c(a)(1) AND
OF RCW 19.86.020

20)
21)
22 ALLIANCEONE RECEIVABLES)
23 MANAGEMENT, INC.,)
24 a debt collection agency; and)
25 CREDIT ONE BANK, N.A.,)
26 a nationally chartered bank)
27 holding company,)
28)
29 Defendant.)
30)

31
32 COMES NOW Plaintiff-John C. Harvey, by and through his attorney,
33 Robert J. Reynolds, and alleges:
34
35

PARTIES

1.1 Plaintiff-John C. Harvey (Harvey) is a resident of West Richland, Washington.

1.2 Defendant-AllianceOne Receivables Management, Inc. (AllianceOne) is a debt collection agency doing business in West Richland, Washington.

1.3 Defendant-Credit One Bank, N.A. (Credit One) is a nationally chartered bank holding company doing business in West Richland, Washington.

JURISDICTION

2.1 Through this proceeding, Harvey is alleging that AllianceOne has violated the Fair Debt Collection Practices Act 15 U.S.C. § 1692. 15 U.S.C. § 1692k(d) grants jurisdiction over such cases, "[to] any appropriate United States district court, without regard to the amount in controversy..." 15 U.S.C. § 1692k(d). Thus, this Court has jurisdiction.

2.2 Additionally, a Federal District Court has supplemental jurisdiction " in any civil action of which the district courts have original jurisdiction, the district courts shall have supplemental jurisdiction over all other claims that are so related to claims in the action within such original jurisdiction that they form part of the same case or controversy." 28 U.S.C. § 1367. The same facts which prove that AllianceOne violated the Fair Debt Collection Practices Act 15 U.S.C. § 1692, prove that AllianceOne and Credit One violated the Washington Consumer Protection Act RCW 19.86.020 which provides additional safeguards to consumers in furtherance of the goals of the Fair Debt Collection Practices Act. Thus this Court has supplemental jurisdiction over Harvey's Washington Consumer Protection claim.

BACKGROUND

3.1 Prior to February 16, 2010 Harvey entered into a credit card arrangement with Credit One.

3.2 On February 16, 2010 Harvey filed for bankruptcy protection and notified Credit One of his bankruptcy and that he had retained Robert J. Reynolds as his attorney.

3.3 The notice stated that, "the filing of the bankruptcy case stays certain collections and other actions against the debtor and the debtor's property. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized."

3.4 Prior to May 21, 2010 Credit One retained AllianceOne as its collection agent for the purposes of collecting a debt from Harvey.

3.5 On May 21, 2010 AllianceOne attempted to collect on this debt.

3.6 Credit One's attempts to collect on this debt are ongoing.

CLAIMS

4.1 AllianceOne has violated 15 USC 1692c(a)(2) and RCW 19.16.250(11) by communicating with Harvey after he had sent written notification that he was represented by an attorney with respect to the debt.

4.2 AllianceOne has violated 15 USC 1692f(1) and RCW 19.16.250(18) by attempting to collect a amount on a debt which it could not legally collect.

4.3 Alliance has additionally violated RCW 19.86.020 through violating RCW 19.16.250 which is a per se violation of RCW 19.86.020. See RCW 19.16.440.

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1 4.4 Credit One has violated RCW 19.86.020 by retaining a collection
2 agency to collect on a debt which it could not legally enforce.

3 4.5 Due to AllianceOne's and Credit One's violation of the FDCPA,
4 Harvey is entitled to a) statutory and actual damages arising from Defendant's
5 violation of the FDCPA and unfair business practices, b) treble damages because
6 the Defendants have acted in bad faith, c) a reasonable attorney's fee under 15 USC
7 1692k(a)(3) and RCW 19.86.090 and d) injunctive relief forbidding AllianceOne
8 and Credit One from attempting to collect on the account in question in the future.

9
10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff prays:

12
13 1. For Judgment against Defendants-AllianceOne and Credit One for the
14 statutory damages of \$1,000 per Defendant.

15 2. For compensation for attorney fees incurred investigating the legality
16 of AllianceOne's and Credit One's behavior.

17 4. For damages cause by the intentional infliction of emotional distress.

18 5. For treble damages, pursuant to RCW 19.86.090, calculated off of the
19 damages determined by the court.

7. For an injunction against Defendants forbidding them from further attempts to collect on the account in question.

Dated this 14 day of Aug, 2010

Robert J. Reynolds
Robert J. Reynolds WSBA #5796
Attorney for Plaintiff